

In re:
Garry Core
Debtor

Case No. 19-18028-amc
Chapter 13

District/off: 0313-2
Date Rcvd: Aug 23, 2022

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol Definition

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 25, 2022:

Recip ID	Recipient Name and Address
db	+ Garry Core, 907 Macdade Boulevard, Yeadon, PA 19050-3721
cr	+ Philadelphia Federal Credit Union, 12800 Townsend Road, Philadelphia, pa 19154-1095

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	Email/Text: Bankruptcy.RI@Citizensbank.com	Aug 23 2022 23:59:00	Citizens Bank, N.A., One Citizens Bank Way, Johnston, RI 02919

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 25, 2022

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 23, 2022 at the address(es) listed below:

Name	Email Address
BRANDON J PERLOFF	on behalf of Debtor Garry Core bperloff@perlofflaw.com kmecf1429@gmail.com;BPerloffPennsylvania1@jubileebk.net
JOHN RICHARD O'KEEFE	on behalf of Creditor Citizens Bank N.A. jokeefe@metzlewis.com
KENNETH E. WEST	ecfemails@ph13trustee.com philaecf@gmail.com

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REBECCA ANN SOLARZ

on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com rsolarz@kmllawgroup.com

REBECCA ANN SOLARZ

on behalf of Creditor Nissan Motor Acceptance Corporation bkgroup@kmllawgroup.com rsolarz@kmllawgroup.com

REBECCA ANN SOLARZ

on behalf of Trustee WILLIAM C. MILLER Esq. bkgroup@kmllawgroup.com, rsolarz@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM J LEVANT

on behalf of Creditor Philadelphia Federal Credit Union efile.wjl@kaplaw.com

TOTAL: 8

**IN THE UNITED STATES BANKRUPTCY COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:) Case No. 19-18028-AMC
)
GARRY CORE,) Chapter 13
 Debtor)
)

GARRY CORE,)
 Movant)
)
 v.)
)
 CITIZENS BANK, N.A., successor by)
 merger to CITIZENS BANK OF)
 PENNSYLVANIA,)
 Respondent.)
)
)

**STIPULATION TO MODIFY AND SUPPLEMENT
ORDER ON MOTION TO APPROVE COMPROMISE
UNDER RULE 9019 (DOC #74)**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

WHEREAS, on August 8, 2021, this Court entered an Order approving the Motion to Compromise under Rule 9019 (“Order”) between Citizens Bank N.A. (“Citizens”) and the Debtor.

WHEREAS the Order was necessary to effectuate the resolution of the Debtor’s Motion to Avoid a Judicial lien as it related the lien indicated in Citizens Proof of Claim Seven.

WHEREAS, the Order provided, inter alia, that:

1. As of the Petition date, Citizens was owed \$139,643.73 in connection with the Loan (the “Total Claim”).

2. In settlement of the Debtor’s Motion to Avoid Citizens Judicial Lien, it is agreed that the Total Claim shall be bifurcated into secured and unsecured components.

3. The secured component of the Total Claim shall afford Citizens an allowed secured claim in the amount of \$29,649.63 (the “Modified Secured Claim”).
4. The unsecured component of the Bank’s claim shall afford Citizens an allowed general unsecured claim, not entitled to priority, in the amount of \$109,994.10 (the “Unsecured Claim”).

WHEREAS the parties desire to modify and supplement the Order, and agree that:

5. Of the total amount of the Modified Secured Claim, Debtor shall pay \$25,117.95 through the Chapter 13 Plan.
6. The remaining balance of the Modified Secured Claim, \$4,531.68, (the "Remaining Portion") will be repaid during the 16-month period following the bankruptcy.
7. The Debtor will pay the bank \$283.23 monthly towards the Remaining Portion. Said payments will be due on the first day of the month, beginning the month immediately following the Debtor's discharge.
8. After paying the Remaining Portion, the Claim referenced in Citizens' Proof of Claim Seven will be completely satisfied.
9. Within 30 days of the approval of this Stipulation, Debtor will move this Court to confirm a modified plan reflecting the changes indicated herein.
10. In the event of the conversion of this case to a case under any other Chapter of the Bankruptcy Code, or the dismissal of this case, this agreement shall be null, and void and the Bank shall be permitted to enforce its Judgment up to the full balance owed (after crediting any payments received under this settlement) and/or any other rights it may have under the Loan Documents or applicable law.

11. All other provisions of the Order, which are not in conflict with the above, shall remain in full force and effect.
12. The parties agree that a facsimile signature shall be considered an original signature.

Date: 7/15/2022

/s/ Brandon Perloff

Brandon J. Perloff
Attorney for Debtor

Date: 7/15/2022

/s/ John O'Keefe, Jr.

John R. O'Keefe, Jr.,
Attorney for Citizens Bank, N.A.

Date: 7/28/2022

/s/ Jack Miller*

Jack Miller, Esquire
for Kenneth E. West
Chapter 13, Trustee

**No objection to its terms,
without prejudice to any of our
rights and remedies*

Approved by the Court this _____ day of _____, 2022.

Date: _____

Date: August 22, 2022



Ashely M. Chan
U.S. Bankruptcy Judge